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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Ian ZENONI

Application No.: 10/625,456

Art Unit: 2611

Filed: July 22, 2003

Examiner: Not yet assigned

For: BROADCAST ENHANCEMENT DATABASE
REPLICATION

**REVOCATION OF POWER OF ATTORNEY WITH NEW
POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Intellacity USA, Inc., the assignee of the entire right, title and interest in this patent application, hereby revokes all Powers of Attorney previously granted relating to this application and appoint as its attorneys or agents, with full power of substitution, association, and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected herewith to the Practitioners associated with Customer Number 43997.

An assignment from the inventor(s) of the above-identified application was filed with the U.S. Patent and Trademark Office on January 13, 2004. A copy of the assignment is attached. The undersigned notes that the statements above and signature below form the equivalent of a Statement Under 37 CFR 3.73(b) as provided on form PTO/SB/96.

Further, please change the correspondence address for this application to the address associated with Customer Number 43997. Said appointment is to be to the exclusion of the inventors and their attorneys in accordance with the provisions of 37 CFR 3.71.

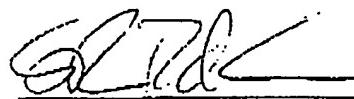
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Telephone communications concerning this application should be directed to Scott Doyle at (703) 760-7721; facsimile communications should be directed to Scott Doyle at (703) 760-7777.

Intellacity USA, Inc. (The Assignee of Record)

Dated:

MAY 7, 2004



Name: Steven Reynolds
Title: Executive Vice-President

Address: Intellacity USA, Inc.
275 Sacramento Street
San Francisco, California 94111

When recorded please return to:
The Law Offices of William V. Loran, LLC
3555 Stanford Road, Suite 230
Fort Collins, CO 80525

PATENT APPLICATION
DOCKET NO.: INTE.53USU1 (ITC53)

ASSIGNMENT OF PATENT APPLICATION

I/We, the undersigned (each) have agreed and hereby agree to assign to Intellocity USA, Inc. (hereinafter Assignee), for good and valuable consideration, receipt of which is hereby acknowledged, and do hereby sell, assign and transfer to Assignee, its successors and assigns, the entire right, title and interest, including the right of priority, in, to and under an application for Letters Patent of the United States entitled:

Broadcast Enhancement Database Replication

Filing date: July 22, 2003 Serial No.: 10/625,456

and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part (C-I-P's), divisionals, and renewals of and substitutes for said application for said Letter Patent, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; and any reissues, or reexaminations, or extensions of said Letters Patent.

I/We additionally authorize Assignee to file applications in my/our name for Letters Patent in any country, to be held and enjoyed by Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made;

AND I/we hereby covenant that I/we have full right to convey the entire interest herein assigned, and that I/we have not executed and will not execute any agreement in conflict herewith, and I/we further covenant and agree that I/we will, each time a request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said invention(s) or improvement(s), said application and said Letters Patent, to Assignee, its successors, assigns, nominees or legal representatives, and I/we agree to communicate to Assignee or to its nominee, all known facts respecting said invention(s) or improvement(s), said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisionals, continuations, C-I-P's, reissue and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce, for its or their own benefit, proper patent protection for said invention(s) or improvement(s) in any and all countries provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by Assignee.

AND I/we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

I/we further authorize and direct Assignee's attorneys to insert the serial number and filing date of said application now identified by the attorney docket number and title set forth above as soon as the same shall have been made known to them by the United States Patent and Trademark Office.

IN WITNESS WHEREOF, I/we hereunto set my/our hand(s) and seal(s):


Inventor's Signature (Seal)

Inventor's Typed Name: Ian Zenoni

Date Assignment Signed: 12/19/03